

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Approval of a contract to construct the Veteran's Irrigation Pond Reconstruction and Road Project

**SUMMARY:** Approve a contract with Gerber Construction Inc. to construct the Veteran's Irrigation Pond Reconstruction and Road Project in an amount not to exceed \$946,900.00.

**FISCAL**

**IMPACT:** Funding is available from Capital Roads and Parks Funds.

**STAFF RECOMMENDATION:**

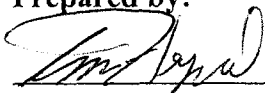
Staff recommends approval of the contract with Gerber Construction Inc. to construct the Veteran's Irrigation Pond Reconstruction and Road Project in an amount not to exceed \$946,900.00.

**MOTION RECOMMENDED:**

"I move to adopt Resolution No. 15-13/ authorizing the Mayor to execute a contract with Gerber Construction Inc. to construct the Veteran's Irrigation Pond Reconstruction and Road Project in an amount not to exceed \$946,900.00."

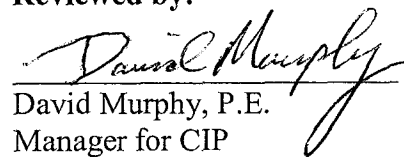
Roll Call vote required

**Prepared by:**



Tim Heyrend, P.E.  
Capital Projects Engineer

**Reviewed by:**



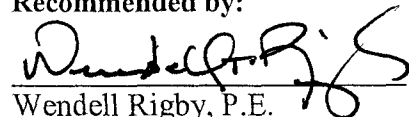
David Murphy, P.E.  
Manager for CIP

**Reviewed as to Legal Sufficiency:**



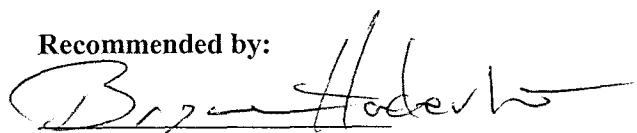
Darien Alcorn  
Acting City Attorney

**Recommended by:**



Wendell Rigby, P.E.  
Director of Public Works

**Recommended by:**



Bryce Haderlie  
Interim City Manager

## **BACKGROUND DISCUSSION:**

The Veteran's Park secondary water system consists of a pumping station and irrigation water storage pond, which irrigates the Park and City Hall landscaping. The pumping station and water storage reservoir are being relocated as part of the proposed paved road between the Senior Center and the Library. This project will demolish the old irrigation pond which is a rubber membrane – lined pond that is deteriorating, and replace it with a concrete lined irrigation pond. The old pond is seven feet above the ground on the east bank and poses a flooding hazard should the bank become unstable and breach. The new pond will be constructed at or below grade.

The project will also grade and pave the existing dirt road between the rodeo grounds and the irrigation pond and add a sidewalk and pedestrian road crossing. The new road will connect the Senior Center parking lot to the Viridian Library parking lot, allowing both foot and vehicular traffic to travel between these buildings. The City has been in contact with the Senior Center and the County Library, and both parties are excited to see the road go in.

During the July 8<sup>th</sup> council meeting, council members had questions regarding the location of the Veterans Memorial Park maintenance yard and pond, wondering if the current location was suitable for the long term and possibly looking into moving the maintenance yard and pond to the south where the old Sugar Factory once was.

After reviewing the West Jordan City Main Park Master Plan that was adopted October 15, 2002, the southern area of the masterplan is planned to have a performing arts complex built. Also moving the pond and maintenance yard would be a substantial cost increase to the current project due to construction and piping costs.

In order to move the Maintenance yard and pond to any other location the Main Park Master plan would need to be amended to facilitate the maintenance yard and pond relocation.

The bid was advertised in Intermountain Contractor and the classified ads of local newspapers for three weeks prior to the bid opening on Tuesday, May 19, 2015. Eight companies submitted bids. The lowest bid was from Gerber Construction, Inc. at \$946,900.00, and the other bidders were very close to this amount, indicating a good understanding of the work, see attached bid results. Gerber is well qualified to perform the work and has experience on similar projects. Staff recommends accepting the bid of Gerber Construction, Inc. for the construction of the Veteran's Park Irrigation Pond Reconstruction and Road Project for a cost not to exceed \$946,900.00.

### **Attachments:**

- Bid Results
- Resolution
- Agreement



July 10, 2015

City of West Jordan  
Engineering Department  
Attention: Maureen Casper  
8000 S. Redwood Road  
West Jordan, UT 84088

Maureen,

Gerber Construction, Inc. will maintain the bid pricing for the Veteran's Irrigation Pond Reconstruction and Road Project thru 8/31/2015. This guarantee is based on the actual start and finish dates for this project remain in place and not changing at this time.

If the work dates are changed, then Gerber Construction maintains the right to pass thru any changes in pricing.

Thank you for considering Gerber Construction on this project and we look forward to working with you this fall.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allen Gerber', is positioned above the printed name.

Allen Gerber  
President  
Gerber Construction, Inc.

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 15-131

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GERBER  
CONSTRUCTION, INC FOR THE VETERANS IRRIGATION POND RECONSTRUCTION AND ROAD  
PROJECT

Whereas, the City Council of the City of West Jordan has received bids for the Veterans Irrigation Pond Reconstruction and Road Project with the low, responsible bid being from Gerber Construction, Inc. in the amount of \$946,900.00; and

Whereas, the City Council desires to award the contract to Gerber Construction, Inc., which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Gerber Construction, Inc. (a copy of which is attached as **Exhibit A**) for the Veterans Irrigation Pond Reconstruction and Road Project in an amount not-to-exceed \$946,900.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Gerber Construction, Inc. in an amount not-to-exceed \$946,900.00 is acceptable for the purpose of completing the Veterans Irrigation Pond Reconstruction and Road Project.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for construction of the Veterans Irrigation Pond Reconstruction and Road Project is hereby awarded to Gerber Construction, Inc. which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute three original copies of a contract between the City of West Jordan and Gerber Construction, Inc. in an amount not to exceed \$946,900.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this     day of     2015.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Kim V. Rolfe  
Mayor

\_\_\_\_\_  
Melanie Briggs  
City Recorder

RESOLUTION NO. 15-131

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GERBER  
CONSTRUCTION, INC. FOR THE VETERANS IRRIGATION POND RECONSTRUCTION AND ROAD  
PROJECT

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

\_\_\_\_\_

\_\_\_\_\_

Judy Hansen

\_\_\_\_\_

\_\_\_\_\_

Chris McConnehey

\_\_\_\_\_

\_\_\_\_\_

Chad Nichols

\_\_\_\_\_

\_\_\_\_\_

Sophie Rice

\_\_\_\_\_

\_\_\_\_\_

Ben Southworth

\_\_\_\_\_

\_\_\_\_\_

Mayor Kim V. Rolfe

\_\_\_\_\_

\_\_\_\_\_

## **AGREEMENT**

**THIS AGREEMENT** made this 8<sup>th</sup> day of July in the year 2015, by and between City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Gerber Construction, Inc. hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - THE WORK**

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

#### **VETERANS IRRIGATION POND RECONSTRUCTION AND ROAD PROJECT – PK 15-01**

The Work is generally described as follows: The Work comprises the construction of a one-million gallon concrete-lined open-topped irrigation reservoir, a new wet-well for a new pump skid, installation of a new owner supplied pump skid, miscellaneous inlet and outlet structures for the reservoir, storm drain / irrigation pipe and appurtenances, water piping and appurtenances, demolition of an existing earth reservoir, miscellaneous electrical, fencing and construction of a new City road. The work will be performed in the West Jordan City right-of-way.

### **ARTICLE 2 - COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, but not before October 15, 2015. All work associated with the reservoir and pump skid must be substantially complete by March 31, 2016 and all work associated with the remainder of the project including the new road shall be complete by April 30, 2016.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of \$500.00 for each calendar day that expires after the time specified above.

### **ARTICLE 3 - CONTRACT PRICE**

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of \$946,900.00 in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

### **ARTICLE 4 - THE CONTRACT DOCUMENTS**

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the State of Utah, the accepted Bid and Bid Schedules, List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract including West Jordan City Standards, Technical Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers 1 to 1, inclusive,

and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

#### **ARTICLE 5 - PAYMENT PROCEDURES**

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

#### **ARTICLE 6 - NOTICES**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

#### **ARTICLE 7 - MISCELLANEOUS**

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

**IN WITNESS WHEREOF,** the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

**CITY OF WEST JORDAN, UTAH**

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

**Address for giving Notice**

City of West Jordan  
Engineering Department  
8000 South Redwood Road  
West Jordan, Utah 84088

Approved as to Legal Form:

\_\_\_\_\_  
City Attorney

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving Notice:

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

STATE OF \_\_\_\_\_)  
:SS

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn did say that he/she is the  
\_\_\_\_\_ of \_\_\_\_\_, by authority of its members  
or its articles of organization, and he/she acknowledged to me that said limited liability company executed the  
same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_



**BID / QUOTE TABULATION FORM:**

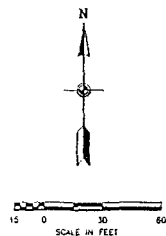
Bid Name Veterans Irrigation Pond Reconstruction and Road Project

Project # PK 15-01

Bid/Quote Date: May 19, 2015 2:00 PM

Requesting Department: CPG

| CONTRACTOR NAME:   | Bid Bond | Addendum<br>#1 | Total<br>Base Bid | Additive<br>Alternate #1 |
|--|----------|----------------|-------------------|--------------------------|
| 1 <u>Acme Construction, Inc.</u>                         | Yes      | Yes            | \$1,114,930.00    | \$34,020.00              |
| 2 <u>Cody Ekker Construction, Inc.</u>                   | Yes      | Yes            | \$1,195,129.00    | \$44,251.00              |
| 3 <u>Reynolds Excavation, Demolition &amp; Utilities</u> | Yes      | Yes            | \$1,286,000.56    | \$34,185.00              |
| 4 <u>Bowen Construction Company</u>                      | Yes      | Yes            | \$1,005,890.00    | \$43,000.00              |
| 5 <u>CraCar Construction Company</u>                     | Yes      | Yes            | \$1,158,255.74    | No Bid                   |
| 6 <u>Gerber Construction Company</u>                     | Yes      | Yes            | \$916,900.00      | \$30,000.00              |
| 7 <u>FX Construction</u>                                 | Yes      | Yes            | \$1,197,800.00    | \$45,900.00              |
| 8 <u>Vancon Inc.</u>                                     | Yes      | Yes            | \$1,000,400.00    | \$28,500.00              |



**GENE FULLMER  
FITNESS CENTER**

| SITE COORDINATES |            |            |           |                     |
|------------------|------------|------------|-----------|---------------------|
| POINT #          | NORTHING   | EASTING    | ELEVATION | DESCRIPTION         |
| 100              | 7389718.19 | 1518682.68 | 4400.63±  | CONTROL POINT       |
| 101              | 7389603.87 | 1516851.04 | 4397.61±  | 60D NAIL W/WHISKERS |
| 102              | 7389367.97 | 1517128.47 | 4395.67±  | CONC. NAIL IN CURB  |
| 103              | 7389831.61 | 1517993.24 | 4382.25±  | SLCO BRASS CAP      |

**NOTES:**

1. FOR DEMOLITION SEE DRAWING C-2.
2. CONTRACTOR SHALL COORDINATE FINAL LOCATION OF FENCE WITH WEST JORDAN CITY PRIOR TO FENCE LAYOUT AND INSTALLATION.
3. INSTALL 4" MIN. THICK ASPHALT OVER 8" UNTREATED BASE COURSE.

PRESERVE AND PROTECT EXISTING IRRIGATION FILTER AND BOLLARDS. FENCE SHALL BE ONE FOOT MINIMUM FROM BOLLARDS ALONG TOP OF BANK.

**VETERAN'S MEMORIAL PARK**

INSTALL 6" VINYL FENCE ALONG ADJUSTED FENCE BOUNDARY TO MATCH EXISTING FENCE. SEE NOTE 2.

RESERVOIR SITE PLAN, SEE DWG C-8

**SALT LAKE COUNTY  
LIBRARY**

CONCESSION  
BLDG.

**WEST JORDAN CITY  
RODEO ROUNDS**

**Bowen Collins**  
Engineer  
Bowen Collins & Associates, Inc.  
Professional Engineer  
No. 18023 State of Utah